



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2019-DBH-04- HOUSI

FOR

**Housing Bridge Subsidy Program
for Individuals with Severe Mental Illness**

October 26, 2018



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals is published to solicit proposals from vendors to administer the Housing Bridge Subsidy Program (HBSP). HBSP provides housing services and subsidies for rent in order to “bridge” the gap between institutional living and independent living with a permanent rental subsidy such as a Section 8 Housing Choice Voucher or comparable rental subsidy.

The selected Vendor(s) will operate and expand the tenant based rental assistance program by supporting up to twenty-three (23) individuals with Severe Mental Illness or Severe and Persistent Mental Illness (SMI/SPMI) as well as transitional age youth with Severe Emotional Disturbances (SED) in finding safe affordable housing in New Hampshire.

The Department is seeking a vendor or vendors to provide the following services/functions/items:

- Assist potential individuals with HBSP eligibility and enrollment.
- Provide supportive housing services for individuals eligible for the HBSP.
- Link individuals to community based services including, but are not limited to:
 - Referrals to mental health, medical or other needed services.
 - Track housing data attendant to the HBSP.
 - Manage and administer landlord payments.
- Develop and maintain relationships with landlords and housing authorities.
- Conduct administrative tasks including, but not limited to, providing financial statements and paying landlords.

Selected Vendor(s) must have substantial experience in providing housing services to individuals with disabilities. Vendors who currently administer housing programs are encouraged to submit a proposal.



1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP

DHHS – Department of Health and Human Services

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

HBSP – Housing Bridge Subsidy Program

HUD - Department of Housing and Urban Development

SFY – State Fiscal Year, a term that begins July 1 and ends June 30

UAA – Universal Assessment Application

Vendor – Contractor

1.3. Contract Period

The Contract resulting from this RFP will be effective upon Governor and Executive Council approval through June 30, 2019.

The Department may extend contracted services for up to one (1) additional year, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.



2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS, Division of Behavioral Health Services, Bureau of Mental Health Services

In September of 2008, New Hampshire released its current Olmstead Plan titled, "Addressing the Critical Mental Health Needs of NH Citizens: A Strategy for Restoration." This later became known as the "10-Year Plan," which detailed a number of new programs and initiatives to improve community mental health services over a 10-year period of time. A significant focus of the 10-Year Plan was the development and expansion of new and innovative housing models for adults and older adults with severe mental illness, as well as for families caring for a child with a serious emotional disturbance. The Housing Bridge Subsidy Program (HBSP) started in September 2009 utilizing one time federal funding from the U.S. Department of Housing and Urban Development (HUD), Homeless Prevention and Rapid Re-Housing Program (HPRP) to develop and implement a supportive housing program.

To date, the HBSP has provided housing subsidies and supported more than four-hundred and fifty (450) individuals across the State of New Hampshire. Early outcome assessments of those participating in the program reflected a reduction in use of New Hampshire Hospital bed days of 82%.

The Bureau of Mental Health Services (BMHS), in collaboration with New Hampshire Housing Finance Authority (NHHFA), established a cooperative agreement. The cooperative agreement establishes individuals with a severe mental illness who are receiving supported housing through the Housing Bridge Program as a new priority population to gain access to Section 8/Housing Choice Vouchers.

HBSP is available on a statewide basis; housing decisions and community selection are driven by the individuals. All who are served through the HBSP have a severe mental illness and are connected with community mental health services in their local community. These services help support the individual with maintaining an apartment, preventing future homelessness as well as promoting independence and personal recovery goals of each participant.

HBSP provides tenant based rental assistance until a Section 8 voucher becomes available for the individual. The program is modeled after the Section 8 program, therefore individuals are responsible for paying up to 30% of their income towards their rent and the Department funds up to \$800 per month to provide sufficient funding for safe affordable housing. The rental subsidy is not contingent upon continuing to accept community mental health services.



2.2. Results

As part of the Community Mental Health Agreement, the Department will increase available housing units for individuals with SMI/SPMI as indicated in Table A below. A full copy of the settlement can be found at the following link: <http://www.dhhs.nh.gov/dcbcs/bbh/index.htm>.

The selected Vendor(s) will be required to provide HBSP for up to twenty-three (23) newly eligible individuals statewide.

<u>Table A</u>	
Number of Units	Period During which Housing Units Must be Filled.
23	January 1, 2019 through June 30, 2019

It is expected that when a housing slot becomes vacant, it will be filled with another eligible individual.

3. STATEMENT OF WORK

3.1. Covered Populations

The Department will screen individuals who are at least eighteen (18) years of age for Housing Bridge Subsidy Program (HBSP) eligibility based on the following criteria:

- 3.1.1. The individual is determined by a Community Mental Health Center to have severe mental illness or severe and persistent mental illness pursuant to He-M 401 Eligibility Determination and Individual Service Planning (See Appendix G).
- 3.1.2. The individual lacks safe and permanent housing options in the community and is one of the following:
 - 3.1.2.1. Ready for discharge from a psychiatric institution.
 - 3.1.2.2. Ready for discharge from Transitional Housing Services (THS) or in a Community Residence.
 - 3.1.2.3. On an Assertive Community Treatment (ACT) team.
- 3.1.3. The individual must have applied for and must meet the qualifications of Section 8 criteria.



3.2. Scope of Services

Facilitating Enrollment and Eligibility

- 3.2.1. The referring agent, such as the New Hampshire Hospital, assists the individual with completion of the Universal Assessment Application (UAA) (See Appendix H, Universal Assessment Application). Initial eligibility for HBSP is determined by the Department in accordance with He-M 406 (See Appendix I, Housing Bridge Subsidy Program Rule).
 - 3.2.2. Eligible individuals are then referred to the selected Vendor(s) who then verify program eligibility through a review of the individual's finances, review of the individual's criminal record, review of standing on the Section 8 wait list and ensures the individual is not required to register for any offense as defined in RSA 651-B; coordinate housing and supportive services for the individual.
 - 3.2.3. The selected Vendor(s) will be responsible for conducting an initial appointment with the referring agent and the individual to review the UAA and determine individual housing preferences and support needs.
 - 3.2.4. A small number of housing slots must be made available for individuals who do not meet the HBSP eligibility criteria for reasons of criminal history. All service and administrative processes will remain the same for those individuals but prior written approval from the Department must be obtained and placed in the individual's file before working with and securing housing for that individual.
 - 3.2.5. Selected vendors must facilitate a minimum of three (3) documented meetings with the individual to discuss housing preferences, support needs and to view units and/or look for available units within thirty (30) days of meeting program eligibility.
- Q1.** *How will you ensure collaboration between the referring agent, the Department and the individual in order to verify eligibility, coordinate services, and obtain housing?*
- Q2.** *Provide your proposed work plan for initiating housing services to individuals.*
- Q3.** *How will you ensure individuals have a choice in housing?*

Housing Support

- 3.2.6. The selected Vendor(s) must assist eligible individuals to secure safe, and affordable housing in the consumer's community of choice. Assistance must include, but is not limited to:
 - 3.2.6.1. Assessing individual's housing preferences and housing history.
 - 3.2.6.2. Assisting individuals to compile housing information for housing applications as required by Section 8 or Choice



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Voucher Programs to include, but is not limited to:

- 3.2.6.2.1. Credit reports;
- 3.2.6.2.2. Landlord references;
- 3.2.6.2.3. Criminal background checks; and
- 3.2.6.2.4. Income and asset documentation.
- 3.2.6.3. Assisting individuals with identification of available housing units in their communities of choice.
- 3.2.6.4. Assisting individuals with obtaining, completing and submitting housing applications.
- 3.2.6.5. Assisting individuals with attending housing provider meetings including but not limited to , but is not limited to providing or arranging transportation in order that individuals can attend meetings, as needed.
- 3.2.6.6. Performing housing unit inspections to ensure HBSP compliance.
- 3.2.6.7. Assisting individuals with identification of initial rental needs and resources such as security deposits, utilities, furniture, etc.

Q4. *Describe your experience with assisting homeless individuals to complete forms.*

Q5. *Describe your collaborative history with community mental health agencies.*

Q6. *How will you ensure individuals select and obtain housing that is suitable to meet their individual needs?*

Q7. *How will you assist individuals with identifying and securing safe and affordable housing?*

Q8. *Describe your experience and capacity in providing transportation services to individuals with mental health needs.*

Q9. *What other housing support assistance will you provide to individuals?*

Q10. *Provide your housing inspection plan.*

Housing Services

3.2.7. The selected Vendor(s) must provide housing services assistance to individuals who do not have a case manager with the community mental health center. Assistance with housing services must include, but is not limited to:

- 3.2.7.1. Assisting the individual with transitioning from their current living situation into an apartment under the HBSP program.
- 3.2.7.2. Assisting the individual with connecting to other services that



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will assist with increasing their independence, health, and safety.

3.2.7.3. Maintaining ongoing contact with HBSP participants to ensure they receive any and all services necessary to maintain their housing, health and safety.

3.2.8. The selected Vendor(s) must connect eligible individuals with access to community based mental health center services that will assist and support the individual with maintaining their apartment, preventing a further episode of institutionalization or homelessness, and promoting the individual's independence and personal recovery goals.

Q11. *How will you assist individuals with transitioning from their current living situation to an apartment?*

Q12. *How will you assist individuals with connecting to other services that will increase their independence, health and safety?*

Q13. *Describe your experience and capacity with providing housing services and case management to individuals who do not have a case manager within the community mental health systems.*

Q14. *How will you connect individuals with community based mental health services? Identify your collaborative community partners.*

Q15. *How will you determine if an individual needs community based mental health services?*

Q16. *How will you assist individuals with establishing long and short term goals that promote independence and recovery?*

Administration of the Program

3.2.9. The selected Vendor(s) must establish and comply with a set of program policies and/or operating procedures that describe the parameters for effective management of the HBSP.

3.2.10. The selected Vendor(s) must establish and comply with a set of privacy and confidentiality policies to safeguard protected health information (PHI) or other confidential information relating to the individual, consistent with all state rules, and state and federal laws received required to be disclosed in order to provide services under the contract.

3.2.11. The selected Vendor(s) must obtain consent from the individual as required by state rule or state or federal law in order to disclose or share protected health information, (PHI) with potential.

3.2.12. The selected Vendor(s) must establish and comply with a set of policies and procedures for staff training in confidentiality policies.

3.2.13. The selected Vendor(s) must ensure that individuals remain in compliance with the Department's eligibility criteria outlined in New



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Hampshire Administrative Rule He-M 401. The selected Vendor(s) will ensure that access to mental health services are provided in accordance with New Hampshire Administrative Rule He-M 426 and with the HUD Section 8/Housing Choice Voucher eligibility requirements.

3.2.14. The selected Vendor(s) must be responsible for the following administrative duties, which must include, but is not limited to:

3.2.14.1. Find housing for current individuals.

3.2.14.2. Review individuals' income and assets every six (6) months to calculate the individual's 30% portion of their rent.

3.2.14.3. Process payments to landlords for the State's portion of the rent.

3.2.14.4. Complete yearly apartment inspections.

3.2.14.5. Serve as the point of contact for the landlords.

3.2.14.6. Ensure individuals maintain active status on Section 8 waiting list.

3.2.14.7. Track housing data and report to the Department on a quarterly basis.

3.2.15. The selected Vendor(s) must ensure a minimum of five (5) rental applications are completed within sixty (60) days of meeting eligibility.

Q17. *Describe your experience and capacity to perform the administrative functions described above.*

Q18. *What additional administrative functions will you provide?*

Q19. *How will you assist and ensure individuals provide necessary documentation to accurately calculate income every six (6) months?*

Q20. *Provide the timeframe and process for assisting an individual from homelessness to temporary housing to permanent housing?*

Q21. *How will you ensure these services are available statewide?*

Q22. *How will you ensure individuals remain eligible for the HBSP and active on the Section 8 waiting list?*

3.2.16. The selected Vendor(s) will maintain a level of staffing necessary to perform all functions, requirements, roles, and duties described in this RFP.

3.2.17. The selected Vendor(s) must ensure staff possess the appropriate training, education, experience, and orientation to fulfill the requirements of their position.

3.2.18. The selected Vendor(s) must retain up-to-date records and documentation of all required licenses and/or certifications. The selected Vendor(s) will make these records available to the Department,



upon Department's request.

- 3.2.19. The selected Vendor(s) must develop and provide a contingency staffing plan, within ten (10) days after the contract effective date. The staffing contingency plan must, at a minimum, include:

- 3.2.19.1. The process for replacement of personnel in the event of loss of key personnel or other personnel;
- 3.2.19.2. Allocation of additional resources to the contract in the event of inability to meet any performance standard;
- 3.2.19.3. Time frames necessary to obtain replacements;
- 3.2.19.4. Contractor's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
- 3.2.19.5. The method of bringing replacements/additions up-to-date regarding the contract.

Q23. *Please submit your staff development plan, include job descriptions for currently vacant positions, resumes for filled positions, and your organizational chart.*

3.3. Reports and Monitoring

- 3.3.1. The selected Vendor(s) must report progress toward meeting the performance measures as outlined in this RFP.

Annual Performance Report

- 3.3.2. The selected Vendor(s) must submit an Annual Performance Report (APR) to the Department as indicated below. The APR must include the following:
- 3.3.2.1. Must be in narrative form;
 - 3.3.2.2. Must summarize the results of project activities;
 - 3.3.2.3. Must demonstrate how the project activities have been performed
- 3.3.3. The selected Vendor(s) must provide a narrative report, that is inclusive of at least the following data elements for each participant:
- 3.3.3.1. Name;
 - 3.3.3.2. Date referred to vendor;
 - 3.3.3.3. Date leased up;
 - 3.3.3.4. Housing address.
 - 3.3.3.5. Landlord information.
 - 3.3.3.6. Date of housing inspection(s).
 - 3.3.3.7. Status on Section 8 wait list.



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- 3.3.3.8. Total rent, participant payment portion.
- 3.3.3.9. Date of income/asset verification(s).
- 3.3.3.10. Date of background check completed.
- 3.3.3.11. Hours of direct and indirect services provided by vendor.
- 3.3.3.12. Number of psychiatric hospitalizations.
- 3.3.3.13. Connection to community mental health center or other support services;
- 3.3.3.14. Program exit date and reason.
- 3.3.3.15. Termination date and reason.

3.3.4.	Table B	
State Fiscal Year	Dates included in Report	Due Date
2019	January 1, 2019 through June 30, 2019	July 15, 2019

Quarterly Progress Reports

- 3.3.5. The selected Vendor(s) must submit quarterly progress reports as indicated in Table # below and must include, but is not limited to:
 - 3.3.5.1. The number of individuals assisted during the quarter.
 - 3.3.5.2. Average number of hours of direct and indirect services provided by vendor to each participant during the quarter.
 - 3.3.5.3. The number of individuals who exited the program during the quarter, including a detailed explanation of why they exited.
 - 3.3.5.4. The number of individuals that maintained stable housing during the quarter.
 - 3.3.5.5. The number of individuals who connected to community mental health services during the quarter.
 - 3.3.5.6. List of any individuals currently in the program without housing with an explanation of why the individual is not currently housed.
 - 3.3.5.7. Demographic information, including addresses of each participant and the total number of units at addresses containing more than one individual.
 - 3.3.5.8. Barriers experienced by the program.
 - 3.3.5.9. Solutions to avoiding barriers identified.



3.3.6.	Table C	
State Fiscal Year	Dates Included in Report	Due Date
2019	January 1, 2019 through March 31, 2019	April 3, 2019
2019	April 1, 2019 through June 30, 2019	July 3, 2019

Monthly Progress Reports

- 3.3.7. The selected Vendor(s) must provide detailed monthly progress reports to the Department no later than three (3) business days from the last day of the previous month. Reports must include, but are not limited to:
- 3.3.7.1. Amount of funds expended and the balance of funds remaining.
 - 3.3.7.2. List of current individuals being served that includes the name, address, total rent and individual portion of the rent.
- 3.3.8. The selected Vendor(s) must provide monthly reports, quarterly reports and Annual Performance Reports that are based on the proposed performance measurement plan.

3.4. Grievances

- 3.4.1. The selected Vendor(s) must develop, implement and maintain a system for tracking, resolving, and reporting individual grievances regarding its services, processes, procedures, and staff. Records of any grievances filed must be made available to the Department upon request.

Q24. *Provide your grievance process including how grievances are accepted, and steps to address grievances received.*

3.5. Performance Measures

- 3.5.1. The selected Vendor(s) must meet or exceed the following performance measures:
- 3.5.1.1. 100% of individual files must be complete and comprehensive with all required eligibility documentation, service documentation, lease agreements, rental payment agreements per requirements in Subsection 3.2.4.
 - 3.5.1.2. 90% of individuals served will secure housing in their community of choice.
 - 3.5.1.3. 90% of individuals served will maintain housing for a minimum of eighteen (18) months.
 - 3.5.1.4. 90% of individuals served will decrease their hospital utilization to zero (0) over an eighteen (18) month period.



- 3.5.1.5. 90% of individuals served will increase the number of days within the community over an eighteen (18) month period to at least 95% of the days in the eighteen (18) month period.
- 3.5.1.6. 100% of individuals served will be referred and will be offered to receive ongoing community mental health services.

3.6. Privacy and Security of Workshop Participation Information

- 3.6.1. The Department is the designated owner of all data and shall approve all access to that data. The selected Vendor(s) shall not have ownership of State data at any time. The selected Vendor(s) shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The selected Vendor(s) shall provide sufficient security to protect the State's and the Department's data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.
- 3.6.2. The selected Vendor(s) will safeguard the confidentiality of all client information or records obtained in performance of its obligations under this contract as required by state rules, and state and federal law.

3.7. Criminal Background and State Registry Checks

- 3.7.1. The selected Vendor(s) must conduct a New Hampshire criminal background check for all employees or volunteers funded under this contract who have the potential to have consumer contact.
- 3.7.2. Selected Vendor(s) which are licensed, certified or funded by the Department must meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have consumer contact, for review against the State Consumer Protective Service Registry.

3.8. Standard Compliance

- 3.8.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department.
- 3.8.2. **Culturally and Linguistically Appropriate Standards**
 - 3.8.2.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and



linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 3.8.2.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.8.2.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.8.2.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.8.2.5. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.8.2.6. Successful applicants will be:
 - 3.8.2.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - 3.8.2.6.2. Monitored on their Federal civil rights compliance



using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

- 3.8.2.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 3.8.2.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 3.8.2.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.8.2.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
 - 3.8.2.7.4. The resources available to the organization to provide language assistance.
- 3.8.2.8. **Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.
- 3.8.2.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website.
<http://www.dhhs.nh.gov/business/forms.htm>.
- 3.8.3. **Contract Monitoring Provisions**
 - 3.8.3.1. All Bidders must complete Appendix F Contract Monitoring Provisions.
 - 3.8.3.2. The Department will determine if enhanced monitoring is necessary for any selected Vendor(s).



4. FINANCE

4.1. Financial Standards

- 4.1.1. Administrative/indirect fees on participant rent payments is not permitted and overall administrative expense cannot exceed 12%
- 4.1.2. The program is modeled after the Section 8 program. Therefore, individuals are responsible for paying up to 30% of their income towards their rent. The resulting contract(s) will fund up to \$800 per month per individual to provide sufficient funding for safe affordable housing for up to 23 individuals.
- 4.1.3. Funds anticipated to be available to implement this project are conditioned upon continued support of the program by the State and federal governments and based on the continued appropriation of general funds.

5. PROPOSAL EVALUATION

5.1. Technical Proposal

- | | | |
|--------|--|-----------|
| 5.1.1. | Collaboration and coordination (Q1 – Q3) | 30 Points |
| 5.1.2. | Housing Support (Q4 – Q10) | 60 Points |
| 5.1.3. | Transition Services (Q11 – Q16) | 55 Points |
| 5.1.4. | Program Administration (Q17 – Q22) | 35 Points |
| 5.1.5. | Staffing Plan (Q23) | 15 Points |
| 5.1.6. | Grievances (Q24) | 5 Points |

Technical Proposal points available

200 Points

5.2. Cost Proposal

- | | | |
|--------|---------------------------------|-----------|
| 5.2.1. | Budget (Appendix D) | 70 Points |
| 5.2.2. | Program Staff List (Appendix E) | 30 Points |
| 5.2.3. | Budget Narrative | 50 Points |

Cost Proposal points available

150 Points

Total number of points available for this RFP

350 Points



6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Shannon DuBreuil
Contract Specialist
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: Shannon.DuBreuil@dhhs.nh.gov
Fax: 603-271-4232
Phone: 603-271-9615

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	October 26, 2018
2.	Optional Letter of Intent Submission Deadline	November 2, 2018
3.	RFP Questions Submission Deadline	November 9, 2018
4.	DHHS Response to Questions Published	November 14, 2018
5.	Technical and Cost Bids Submission Deadline	November 29, 2018 <u>2:00 PM</u>

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is ***optional***

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.



The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email (to the contact identified in accepted Letters of Intent) that the Questions and Answers have been posted on the DHHS Public website. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals



must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2019-DBH-04-HOUSI**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in



Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

The content of a bidder's Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of the contents of its Proposal, other than to the State, will be grounds for disqualification at the State's sole discretion.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.



6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the



Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.



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7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

7.1.1.5. Fax or email copies will not be accepted.

7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

7.1.2.3. Major sections of the Proposal separated by tabs.

7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

7.1.3.1. Original in 3 ring binder marked as "Original."

7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

7.1.3.3. 3 copies in bound format marked as "Copy."

7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.3.5. Front cover labeled with:

7.1.3.5.1. Name of company / organization;

7.1.3.5.2. RFP#; and

7.1.3.5.3. Technical Proposal.

7.1.4. Cost Proposal

7.1.4.1. Original in 3 ring binder marked as "Original."

7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

7.1.4.3. 3 copies in bound format marked as "Copy."



7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked “Original” will control.

7.1.4.5. Front cover labeled with:

7.1.4.5.1. Name of company / organization;

7.1.4.5.2. RFP#; and

7.1.4.5.3. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section. Each of these components must be separate from the others and uniquely identified with labeled tabs.

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter. The Transmittal Cover Letter must be:

7.2.2.1.1. On the Bidding company's letterhead;

7.2.2.1.2. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and

7.2.2.1.3. Contain the following:

7.2.2.1.3.1. Identify the submitting organization;

7.2.2.1.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;

7.2.2.1.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;

7.2.2.1.3.4. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;

7.2.2.1.3.5. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;



- 7.2.2.1.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- 7.2.2.1.3.7. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- 7.2.2.1.3.8. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- 7.2.2.1.3.9. Date Proposal was submitted; and
- 7.2.2.1.3.10. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary The Bidder shall submit an executive summary to:

- 7.2.2.3.1. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- 7.2.2.3.2. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.2.3.3. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.2.3.4. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.



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7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

7.2.2.5.1. At a minimum respond to:

- 7.2.2.5.1.1. General company overview;
- 7.2.2.5.1.2. Ownership and subsidiaries;
- 7.2.2.5.1.3. Company background and primary lines of business;
- 7.2.2.5.1.4. Number of employees;
- 7.2.2.5.1.5. Headquarters and Satellite Locations;
- 7.2.2.5.1.6. Current project commitments;
- 7.2.2.5.1.7. Major government and private sector clients; and
- 7.2.2.5.1.8. Mission Statement.

7.2.2.5.2. This section must include information on:

- 7.2.2.5.2.1. The programs and activities of the organization;
- 7.2.2.5.2.2. The number of people served; and
- 7.2.2.5.2.3. Programmatic accomplishments.

7.2.2.5.3. And also include:

- 7.2.2.5.3.1. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
- 7.2.2.5.3.2. All strengths that are considered an asset to the program.

7.2.2.5.4. The Bidder should demonstrate:

- 7.2.2.5.4.1. The length, depth, and applicability of all prior experience in providing the requested services;
- 7.2.2.5.4.2. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References



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The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- 7.2.2.6.1. Name, address, telephone number, and website of the customer;
- 7.2.2.6.2. A description of the work performed under each contract;
- 7.2.2.6.3. A description of the nature of the relationship between the Bidder and the customer;
- 7.2.2.6.4. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- 7.2.2.6.5. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.



7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.2.11.1. Bidders Information and Declarations: Exceptions to Terms and Conditions, Appendix A

7.2.2.11.2. CLAS Requirements, Appendix C

7.2.2.11.3. Contract Monitoring Provisions, Appendix F, pages 3 and 4

7.2.3. **Cost Proposal Contents – Detail**

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

7.2.3.2.1. Opinion of Certified Public Accountant

7.2.3.2.2. Balance Sheet

7.2.3.2.3. Income Statement

7.2.3.2.4. Statement of Cash Flow

7.2.3.2.5. Statement of Stockholder's Equity of Fund Balance

7.2.3.2.6. Complete Financial Notes

7.2.3.2.7. Consolidating and Supplemental Financial Schedules



A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

7.2.3.2.8. Uncertified financial statements; and

7.2.3.2.9. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.3.3.1. Budget, Appendix D

7.2.3.3.2. Budget Narrative

7.2.3.3.3. Personnel Sheet, Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder shall agree to contractual requirements as set forth in the Appendix B Sample Contract.

8.1.2. Liquidated Damages

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.



The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Exceptions to Terms and Conditions**
- 9.2. Appendix B – Contract Minimum Requirements**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Budget**
- 9.5. Appendix E – Personnel Sheet**
- 9.6. Appendix F – Contract Monitoring Provisions**
- 9.7. Appendix G – He-M 401 Eligibility Determination and Individual Service Planning**
- 9.8. Appendix H – Universal Assessment Application**
- 9.9. Appendix I - He-M 406 Housing Bridge Subsidy Program**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: _____

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

Appendix B

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements****A. Definitions**

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

APPENDIX C

Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

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Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)	Yes	No

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In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

APPENDIX C

- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

Appendix E

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.						
*Please list which site(s) each staff member works at, if your agency has multiple sites.						

Appendix F Contract Monitoring Provisions

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return pages 3 & 4 of Appendix F, as a required attachment.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification & Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.

Appendix F Contract Monitoring Provisions

- 2.3.3. Audit findings.
- 2.3.4. Recent personnel or system changes.
- 2.3.5. Financial solvency.
- 2.3.6. Adequacy of internal controls.

3. Contract Monitoring

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2 above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix F, Contract Monitoring.
- 4.3. The Department intends to only disqualify a vendor that, based on the results of the risk assessment described in Section 2 above, poses an unmanageable degree of programmatic and/or financial risk that may greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
 - 4.4.1. The vendor appears to be financially unstable based on the Department's analysis of the vendor's audited financial statements; and/or
 - 4.4.2. The identified programmatic risks may severely inhibit the vendor's ability to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix F Contract Monitoring Provisions

Management Questionnaire

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix F Contract Monitoring Provisions

	Question	YES	NO	N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
20.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
22.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I hereby declare that the answers provided in the Management Questionnaire of Appendix F, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date

APPENDIX G – He-M 401

Eligibility Determination and Individual Service Planning



Statutory Authority: RSA 135-C:13, 18, 19, 57 and 61

REVISION NOTE:

Document #4194, effective 1-1-87, made extensive changes to the wording, format, structure, and numbering of rules in Part He-M 401. Document #4194 supersedes all prior filings for the sections in this part. The prior filings for former Part He-M 401 include the following documents:

#2422, eff 7-13-83

#3050, eff 7-8-85

#4065, eff 6-3-86

He-M 401.01 Purpose. The purpose of these rules is to establish the requirements and procedures for determining eligibility for state-funded community mental health services and for developing and monitoring the individual service plan.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.02 Definitions. The words and phrases in these rules shall mean the following:

- (a) “Adult” means a person 18 years of age or older.
- (b) “Applicant” means any person who requests state-funded services from a CMHP.
- (c) “Area of origin” means the city or town in which a consumer resides or, if the consumer is in a state institution, the city or town in which the consumer resided immediately prior to entering the institution.
- (d) “Bureau” means the bureau of behavioral health.
- (e) “Case manager” means a person designated by a CMHP to monitor, advocate for, and facilitate the delivery of services to consumers.
- (f) “Child” means a person who is less than 18 years of age.
- (g) “Child and family service plan” means a written document developed for a child that specifies the services and supports that are needed for the family and child to attain their identified goals.
- (h) “Clinician” means a person who has been authorized by a CMHP to render consumer services and who is qualified to provide such services pursuant to He-M 426.05 (e)-(j).
- (i) “Community mental health program (CMHP)” means a community mental health program operated by the state or a city, town, county, or nonprofit corporation and approved pursuant to He-M 403 for the purposes of planning, establishing, and administering an array of mental health services.
- (j) “Conference” means a meeting or series of meetings held to develop or revise an individual or family service plan pursuant to He-M 401.10 or He-M 401.11.

APPENDIX G – He-M 401 Eligibility Determination and Individual Service Planning



- (k) "Consumer" means any person receiving state-funded services from a CMHP.
- (l) "Crisis plan" means a written agreement between a consumer and a CMHP that:
- (1) Outlines the interventions to be utilized and/or considered during an impending or acute psychiatric crisis;
 - (2) Promotes illness self-management;
 - (3) Emphasizes a preventive approach through the identification of early warning signs of acute psychiatric episodes and specific treatment approaches to be used in the event of a psychiatric crisis;
 - (4) Reflects a team effort among the consumer, CMHP staff, and others invited by the consumer; and
 - (5) May include the use of peer supports.
- (m) "Eligibility" means the determination that a person meets the criteria for one or more of the eligibility categories in He-M 401.05 through He-M 401.09.
- (n) "Employment or education plan" means a written plan that is based on the consumer's own job and career goal(s) and includes the following:
- (1) Identification of the skills, supports, and resources necessary to help the consumer achieve and maintain his or her job and educational goal; and
 - (2) Determination of whether or not assistance in job acquisition or placement is needed and, if so, a plan describing such.
- (o) "Guardian" means a guardian, or a temporary guardian, of the person appointed pursuant to RSA 464-A or the parent of a consumer under the age of 18 whose parental rights have not been terminated or limited by law.
- (p) "Individual service plan (ISP)" means a written document that specifies the services and supports that a consumer, aged 18 or older, needs to attain his or her personal goals.
- (q) "Interagency involvement" means the services provided to a child who:
- (1) Meets the criteria specified in He-M 401.09 (a) and has been identified by a school administrative unit as being educationally handicapped; or
 - (2) Is referred to a CMHP and is under the legal jurisdiction of the division for children, youth and families (DCYF).
- (r) "Master's level clinician" means a person who graduated from an accredited college or university program with a graduate degree in psychology or counseling and who is working under the supervision of a psychiatrist or psychologist as specified in He-M 401.04.
- (s) "Mental illness" means the following psychiatric disorders classified in the Diagnostic and Statistical Manual of Mental Disorders (Fourth Edition, Text Revision) (DSM-IV-TR, 2000), available as noted in Appendix A:
- (1) Schizophrenia and other psychotic disorders;
 - (2) Mood disorders;
 - (3) Borderline personality disorder;
 - (4) Post traumatic stress disorder;
 - (5) Obsessive compulsive disorder;

APPENDIX G – He-M 401

Eligibility Determination and Individual Service Planning



(6) Eating disorders;

(7) Dementia, where the psychiatric symptoms cause the functional impairments and one or more of the following co-morbid symptoms exist:

- a. Anxiety;
- b. Depression;
- c. Delusions;
- d. Hallucinations; or
- e. Paranoia; or

(8) Panic disorder.

(t) "Region" means a geographic area identified in He-M 425.03 for the purpose of assigning primary responsibility for providing mental health services to the residents of certain communities.

(u) "Serious emotional disturbance" means severe mental disability in persons under the age of 18, and includes psychiatric disorders classified as axis I disorders or an axis II borderline personality disorder in the DSM-IV-TR with the exception of substance abuse disorders and V codes, which are conditions not attributable to a mental disorder.

(v) "Serious psychosocial dysfunction" means a significant disruption in functioning, due to a mental illness, in the areas of role performance, thinking, behavior toward self or others, and/or moods or emotions.

(w) "Severely functionally-impaired" means that as a result of a person's mental illness he or she requires intensive supervision or is in acute psychiatric crisis and cannot function in an autonomous or semi-autonomous fashion.

(x) "Severely mentally disabled" means "severely mentally disabled" as defined in RSA 135-C:2, XV, namely, "having a mental illness which is either so acute or of such duration as to cause a substantial impairment of a person's ability to care for himself or herself or to function normally in society in accordance with rules authorized by RSA 135-C: 61."

(y) "Suspension" means a time limited, specific withholding of any available service(s) from a consumer for well-defined and documented reasons and pursuant to He-M 401.14 (a)-(c).

(z) "Support" means informal assistance or resources provided by friends, family members, neighbors, or others to enable an individual to participate in community life.

(aa) "Termination" means the cessation for an indefinite period of all services to a consumer.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.03 Intake Process.

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Eligibility Determination and Individual Service Planning



- (a) Intake application shall be made as follows:
- (1) All persons seeking community mental health services shall make application to the CMHP by providing to the CMHP such information as required by He-M 408.04 (b)(1); or
 - (2) For those persons who have been determined eligible for state-funded services and who are returning to the community from New Hampshire hospital or a designated receiving facility, the discharge plan, when developed in conjunction with the CMHP, shall constitute application for admission into the state-funded service delivery system.
- (b) The provisions of He-M 401.03 (a)(2) above shall not preclude any individual from applying directly to a CMHP for services.
- (c) The CMHP shall be responsible for the inclusion of all components listed in He-M 408.04 (b)(1) in intake applications.
- (d) In the event that a psychiatric emergency regarding an applicant exists pursuant to He-M 401.03 (e) below, the CMHP shall refer the applicant to emergency services pursuant to He-M 426.09.
- (e) A CMHP shall determine that a psychiatric emergency regarding an applicant or consumer exists if, due to the applicant's or consumer's mental illness:
- (1) There is the potential of a serious increase in psychiatric symptoms likely to result in impaired functioning;
 - (2) The person is in danger of psychiatric hospitalization; or
 - (3) There is likelihood of danger to the person or to others if CMHP services are not provided.
- (f) For all persons applying, the CMHP shall identify the services it anticipates providing. This listing shall function as the individual service plan until the full service planning process can be completed.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.04 Eligibility Determination.

- (a) The CMHP shall be responsible for conducting an eligibility determination pursuant to He-M 401 for each applicant.
- (b) An eligibility determination shall be conducted by:
- (1) A psychiatrist who meets the definition in RSA 135-C:2, XIII;
 - (2) A psychologist who is licensed in accordance with RSA 330-A:16, I;
 - (3) A pastoral psychotherapist who is certified in accordance with RSA 330-A:17;
 - (4) A clinical social worker who is licensed in accordance with RSA 330-A:18;

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- (5) A nurse who is registered as required by RSA 326-B and has a master's degree in psychiatric nursing or is certified as an advanced practice registered nurse with a psychiatric mental health specialty in accordance with RSA 326-B:10;
- (6) A clinical mental health counselor licensed in accordance with RSA 330-A:19;
- (7) A registered nurse (RN-C) certified in psychiatric nursing by the American Nurses Association;
- (8) A marriage and family therapist licensed in accordance with RSA 330-A:21; or
- (9) Any of the following, provided that the eligibility determination is reviewed and cosigned by a professional identified in He-M 401.04 (b) (1) through (7):
 - a. A case manager, including staff members who possess a bachelors' degree and staff who meet the criteria to provide individual resiliency and recovery oriented services (IROS) under He-M 426; or
 - b. A master's level clinician.
- (c) An eligibility determination shall be effective on the date that the determination is signed by the professional(s) making the determination.
- (d) A redetermination shall be conducted and signed no later than 30 days after the expiration date of the previous determination. The person shall be deemed eligible during that 30 day period.
- (e) A CMHP shall notify an applicant of the services for which he or she is eligible within 15 days of the effective date of eligibility determination.
- (f) Once an applicant's eligibility for state-funded services is determined, the CMHP shall do one of the following:
 - (1) If the applicant, including an applicant returning to the community from New Hampshire hospital or a designated receiving facility who does not have a current individual service plan, is determined eligible for state-funded services, an individual service plan shall be developed; or
 - (2) If the applicant does not meet the eligibility criteria specified under He-M 401, that applicant shall be referred to non-state-funded services and the CMHP shall document the referral.
- (g) The eligibility determination shall be documented in the consumer's clinical record.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.05 Eligibility Criteria for Adults with Severe and Persistent Mental Illness.

- (a) An adult shall be eligible for community mental health services if he or she has a severe and persistent mental illness (SPMI) pursuant to (b) below.
- (b) An adult shall be determined by a CMHP to have a severe and persistent mental

APPENDIX G – He-M 401

Eligibility Determination and Individual Service Planning



illness (SPMI) if he or she meets each of the following criteria:

- (1) The adult has a diagnosed mental illness;
 - (2) The adult has a severe functional impairment as a result of his or her mental illness as determined through assessment of the person's ability to function in the following functional domains:
 - a. Activities of daily living;
 - b. Interpersonal functioning;
 - c. Adaptation to change; and
 - d. Concentration and task performance or pace; or
 - e. Equivalent domains as defined in an outcome measurement tool approved by the commissioner;
 - (3) For adults age 18-59, the assessment of functional impairment required by (2) above demonstrates:
 - a. Moderate impairment causing chronic or durable problems in each of the four functional domains such that the person requires regular support and a variety of services;
 - b. Marked impairment causing ongoing symptoms in two or more of the functional domains such that the person requires intensive and frequent supportive interventions;
 - c. Extreme impairment causing risk of death in at least one functional domain such that the person requires a constant level of services; or
 - d. Equivalent impairment ratings based on an outcome measurement tool approved by the commissioner;
 - (4) For adults age 60 and older, the assessment of functional impairment required by (2) above demonstrates, without regard to the older adult's score on the General Assessment of Functioning (GAF) scale:
 - a. Moderate impairment causing chronic or durable problems in three or more of the functional domains such that the person requires regular support and a variety of services; or
 - b. Marked impairment causing ongoing symptoms in one or more of the functional domains such that the person that requires intensive and frequent supportive interventions; and
 - (5) The adult has had the severe functional impairment for one year or more.
- (c) An adult shall be eligible for community mental health services as a result of having SPMI if he or she meets the criteria specified in (b)(1) and (5) above but does not meet the criteria currently as a result of the use of clozaril or clozapine or as a result of close supervision such as that provided in a community residence as defined in He-M 1002.02.
- (d) Redetermination of eligibility in this category shall occur every 2 years.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

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New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04,
EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-
23-13; ss by #10383, eff 7-23-13

He-M 401.06 Eligibility Criteria for Adults with Severe Mental Illness.

(a) An adult shall be eligible for community mental health services if he or she has a severe mental illness (SMI) pursuant to (b) below.

(b) An adult shall be determined by a CMHP to have a severe mental illness (SMI) if he or she meets each of the following criteria:

(1) The adult has one of the following:

- a. A diagnosis of mental illness; or
- b. A provisional diagnosis of mental illness, if the person has not previously applied for community mental health services;

(2) The adult has a severe functional impairment as a result of his or her mental illness as determined through assessment of the person's abilities in the following functional domains:

- a. Activities of daily living;
- b. Interpersonal functioning;
- c. Adaptation to change; and
- d. Concentration and task performance or pace; or
- e. Equivalent domains as defined in an outcome measurement tool approved by the commissioner;

(3) For adults age 18-59, the assessment of functional impairment required by (2) above demonstrates:

- a. Moderate impairment causing chronic or durable problems in each of the four functional domains such that the person requires regular support and a variety of services;
- b. Marked impairment causing ongoing symptoms in two or more of the functional domains such that the person requires intensive and frequent supportive interventions;
- c. Extreme impairment causing risk of death in at least one functional domain such that the person requires a constant level of services; or
- d. Equivalent impairment ratings based on an outcome measurement tool approved by the commissioner; and

(4) The assessment of functional impairment of adults age 60 and older demonstrates, without regard to the older adult's score on the General Assessment of Functioning (GAF) scale:

- a. Moderate impairment causing chronic or durable problems in three or more of the functional domains; or
- b. Marked impairment causing ongoing symptoms that require intensive and frequent supportive interventions in one or more of the functional domains; and

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- (5) The adult has had the severe functional impairment for less than one year.
- (c) Redetermination of eligibility in this category shall occur every 2 years.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 EMERGENCY, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.07 Eligibility Criteria for Adults with Severe or Severe and Persistent Mental Illness with Low Service Utilization.

- (a) An adult shall be eligible for community mental health services if he or she has SMI or SPMI with low service utilization pursuant to He-M 401.07 (b) below.
- (b) A CMHP shall determine that an adult has SMI or SPMI with low service utilization if he or she:
- (1) Has a mental illness but no longer meets all the criteria for SPMI or SMI and receives services that are designed to prevent relapse;
 - (2) Has functional impairments that are due to a developmental disability or receives services primarily through another agency such as a provider for persons with developmental disabilities or New Hampshire hospital; or
 - (3) Meets criteria for SPMI or SMI but has refused recommended services and for whom the CMHP is providing outreach.
- (c) Attempts by the CMHP to engage the adult with SMI or SPMI with low service utilization in further services shall be made in accordance with his or her clinical needs and be documented in the person's record.
- (d) Redetermination of eligibility in this category shall occur every 2 years.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.08 Eligibility Criteria for Children with Serious Emotional Disturbance.

- (a) To be eligible for community mental health services as a result of having a serious emotional disturbance, a child shall:
- (1) Have a serious emotional disturbance;
 - (2) Have a serious psychosocial impairment as determined through an assessment of the following domains:
 - a. The child's:

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1. School or work role performance;
 2. Home role performance;
 3. Community role performance;
 4. Behavior towards others;
 5. Mood and emotions;
 6. Behavior towards self;
 7. Substance use; and
 8. Thinking; and
- b. The child's caregiver's ability to provide physical and emotional support to the extent necessary to promote the child's emotional health; and
- (3) Have the assessment of psychosocial impairment required by (2) above demonstrate:
- a. At least mild impairment in three or more of the child centered domains causing periodic difficulty or distress;
 - b. At least moderate impairment in one or more child centered domains causing chronic or durable problems; or
 - c. At least mild impairment in the caregiver's ability to provide physical and emotional support to the extent necessary to promote the child's emotional health.
- (b) Redetermination of eligibility in this category shall occur annually.
- (c) Redetermination of eligibility in this category shall occur every 2 years.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.09 Eligibility Criteria for Children with Serious Emotional Disturbance and Having Current Interagency Involvement.

- (a) To be eligible for community mental health services as a result of having a serious emotional disturbance and interagency involvement, a child shall:
- (1) Have a diagnosed serious emotional disturbance;
 - (2) Have a serious psychosocial impairment as determined through an assessment of the following domains:
 - a. The child's:
 1. School or work role performance;
 2. Home role performance;

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3. Community role performance;
 4. Behavior towards others;
 5. Moods or emotions;
 6. Behavior towards self;
 7. Substance use; and
 8. Thinking; and
- b. The child's caregiver's ability to provide physical and emotional support to the extent necessary to promote the child's emotional health;
- (3) Have the assessment of psychosocial impairment required by (2) above demonstrate:
- a. At least mild impairment in three or more of the child centered domains causing periodic difficulty or distress;
 - b. At least moderate impairment in one or more child centered domains causing chronic or durable problems; or
 - c. At least mild impairment in the caregiver's ability to provide physical and emotional support to the extent necessary to promote the child's emotional health; and
- (4) Have current interagency involvement.
- (b) Redetermination of eligibility in this category shall occur annually.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss by #8155, eff 9-2-04, EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.10 Adult Service Planning Process.

- (a) A CMHP shall complete a written individual service plan within 90 calendar days after the determination that the person is eligible for services.
- (b) Development of the ISP shall be a collaborative effort between the consumer and the CMHP. If the consumer has a guardian, the guardian shall play an active role in the process.
- (c) The case manager or primary clinician shall fully explain to the consumer or guardian, verbally and in writing:
- (1) The purpose of the Individual Service Planning process as specified in 401.10(h), and
 - (2) The components of the ISP, including goals, measurable objectives, services, timelines, referrals, quarterly reviews, a crisis plan and employment or education plan, as appropriate.
- (d) The case manager or primary clinician shall fully explain to the consumer or guardian, verbally and in writing that the consumer or guardian has the power to choose either of the

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following methods by which his or her ISP is developed:

- (1) Through a formal client centered conference that is a meeting at a mutually convenient time and place with the psychiatrist and other involved persons as approved by the consumer, such as family members, CMHP staff, representatives of other agencies providing services to the consumer such as vocational rehabilitation, friends, an attorney, legal representative, a peer advocate and/or others with relevant knowledge or expertise; or
 - (2) Through a less formal method that shall include one or more one-on-one or small group meetings with the psychiatrist and/or others listed in 401.10 (d)(1) by phone, in person and/or through other effective means of communication such as electronic mail.
- (e) The consumer or guardian shall be advised that he or she may consult with family, friends, therapists, advocates and others before making the decision regarding the method to develop the ISP.
- (f) The consumer or guardian shall have 10 days to make a decision after receiving the written explanation regarding the methods to develop the ISP, which the consumer or guardian shall indicate by his or her signature.
- (g) The decision of the consumer or guardian, indicating that the choices were explained, shall be documented in the clinical record.
- (h) The outcome of the process described in (b)-(g) above shall be the development of an ISP that:
- (1) Focuses on recovery;
 - (2) Focuses on strengths;
 - (3) Promotes community integration and participation;
 - (4) Enhances natural community supports and relationships, with particular emphasis on maintaining and improving family relationships;
 - (5) Fosters employment, self sufficiency, and other similar, socially valued roles;
 - (6) Identifies functional impairments which are a result of mental illness;
 - (7) Identifies treatment interventions;
 - (8) Promotes access to generic services and resources;
 - (9) Establishes time specific, sequentially stated objectives for improved personal functioning;
 - (10) Establishes a crisis plan as defined in He-M 401.02; and
 - (11) Establishes an employment or educational plan, as appropriate.
- (i) Consumers determined eligible in a low utilizer category pursuant to He-M 401.07 shall have a service planning process which shall at a minimum:
- (1) On a biennial basis:
 - a. Redetermine eligibility pursuant to He-M 401.07;
 - b. Assess the level of need for continued mental health services;
 - c. Assess the need for referral to other services;

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- d. Result in the development or continuation of goals and objectives; and
 - e. If the consumer is receiving only medication-related services, result in medication related objectives, as appropriate, developed by the psychiatrist and the consumer to serve as the individual service plan; and
- (2) Follow the comprehensive service planning process pursuant to He-M 401.10 if there is any increased need for more extensive utilization of mental health services.
- (j) A case manager, if needed, or primary clinician, shall be assigned to each consumer who has been determined to have a severe and persistent mental illness.
 - (k) A case manager, if needed, or primary clinician, shall be assigned to each consumer who has been determined to have a severe mental illness.
 - (l) A CMHP shall not deny available, appropriate services to any eligible consumer who lives within the CMHP's region. Upon inquiry, a CMHP shall provide information about available services.
 - (m) The individual service plan shall include the signature of the consumer/guardian as indication of approval of the plan. If it is necessary to notify the consumer/guardian by mail, the consumer/guardian shall have 15 days from the date notice was sent to respond in writing, indicating approval or disapproval of the ISP. Failure to respond within the time allowed shall constitute approval of the ISP.
 - (n) If the consumer or guardian refuses to sign the individual service plan, the dispute shall be resolved:
 - (1) Through informal discussions with the CMHP;
 - (2) By convening or reconvening a service planning meeting; or
 - (3) By the individual or guardian filing an appeal with the bureau pursuant to He-M 204.
 - (o) The individual service plan shall be signed by a psychiatrist as indication of CMHP approval of the plan and as indication that the services to be provided that are covered by medicaid are medically necessary.
 - (p) The consumer shall receive a copy of the final version of the individual service plan.
 - (q) If necessary services are not available, such service shall be documented through individual service plans.
 - (r) When services have been documented to be necessary but unavailable, each agency responsible for provision of such services shall notify the department of the need for these services by submitting an annual report due July 1 and submitted no later than July 15 of each year.
 - (s) The department shall utilize such information as is provided pursuant to (q)-(r) above for budgetary planning purposes.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.12), EXPIRED: 9-2-12

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New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.11 Child, Adolescent and Family Service Planning Process.

(a) For children determined eligible due to a severe emotional disturbance pursuant to He-M 401.08 or He-M 401.09, the service planning process shall include a child and family service plan written within 90 calendar days from the date of eligibility determination and annually thereafter.

(b) The purpose of the service planning process shall be to assure the development of an individualized plan based on the family's and child's expressed goals and objectives. The service planning process may include a conference if the parent(s) or guardian so desire. The case manager or primary clinician shall notify the parent(s) or guardian of the right to a conference and document the notification in the clinical record. The record shall contain a signed acknowledgement that such notification was provided.

(c) Each child and family service plan shall:

- (1) Focus on strengths;
- (2) Promote community integration and participation;
- (3) Enhance natural community supports and relationships;
- (4) Identify functional impairments which are a result of mental illness;
- (5) Identify treatment interventions; and
- (6) Promote access to generic services and resources.

(d) If the parent(s) or guardian requests a conference, those invited to participate may include:

- (1) The child's parent(s) or legal guardian;
- (2) The child's case manager and/or primary therapist;
- (3) Staff from agencies with which the child has involvement such as DCYF, the local school system, or the juvenile justice system;
- (4) The child's psychiatrist;
- (5) Other involved CMHP staff; and
- (6) The child, if his or her attendance is determined by CMHP staff to be clinically appropriate.

(e) The child and family service plan shall include the signature of the consumer or guardian as indication of approval of the plan. If it is necessary to notify the consumer/guardian by mail, the consumer or guardian shall have 15 days from the date notice was sent to respond, in writing, indicating approval or disapproval of the child and family service plan. Failure to respond within the time allowed shall constitute approval of the child and family service plan.

(f) If the consumer or guardian refuses to sign the child and family service plan, the dispute shall be resolved:

- (1) Through informal discussions with the CMHP;
- (2) By convening or reconvening a service planning meeting; or
- (3) By the individual, parent, or guardian filing an appeal with the bureau pursuant to He-M 204.

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(g) The child and family service plan shall be signed by a psychiatrist as indication of CMHP approval of the plan.

(h) The psychiatrist may order, based on legitimate treatment considerations, the continuation of services by the child and adolescent program for a person who has turned age 18, up to the age of 21.

(i) The child and family shall receive a copy of the final version of the child and family service plan.

(j) If necessary services are not available, such service shall be documented through child and family service plans.

(k) When services have been documented to be necessary but unavailable, each agency responsible for provision of such services shall notify the department of the need for these services by submitting an annual report due July 1 and submitted no later than July 15 of each year.

(l) The department shall utilize such information as is provided pursuant to (k) above for budgetary planning purposes.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.13), EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.12 Review of the Individual Service Plan.

(a) Consumers determined eligible in a low utilizer category pursuant to He-M 401.07 shall have a service plan review process as follows:

- (1) Each contact with a consumer shall be documented;
- (2) Such documentation, if services are provided at least quarterly, shall serve as the periodic review;
- (3) If no service has been provided in the last quarter, a review regarding the continued need for services shall occur and be documented; and
- (4) The annual review and modification of the objectives by the primary service provider(s) and the consumer shall serve as the annual consumer conference.

(b) All eligible consumers other than those referenced in He-M 401.12 (a) shall have their individual service plans reviewed on a quarterly basis and revised as necessary.

(c) The quarterly review shall include the following:

- (1) A review of the consumer's progress toward the goals in the individual service plan;
- (2) Documentation that all needed services are being provided;
- (3) Revision of the individual service plan, as appropriate;
- (4) Determination of continued need for services;

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(5) A review of any residential, vocational, social, or other changes in the consumer's life; and

(6) A review of psychiatric hospitalizations.

(d) The CMHP shall document the results of a quarterly review in a quarterly review note pursuant to He-M 408.11.

(e) The CMHP shall indicate on the quarterly review note as to whether or not the information was reviewed with the consumer. Whenever possible, the consumer shall be asked to sign his or her quarterly review note to indicate participation in, and agreement with, the results of the review.

(f) An annual plan review shall meet the requirements of He-M 401.10 and He-M 401.12(c) and shall constitute the fourth quarter review.

(g) Following an annual plan review, an annual individual service plan shall be written, or reviewed and revised as necessary.

Source. (See Revision Note at part heading for He-M 401) #4194, eff 1-1-87; ss by #4197 Emergency, eff 12-31-86; ss by #4237, eff 2-27-87, EXPIRED: 2-27-93

New. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.14), EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.13 Review of the Child and Family Service Plan.

(a) All eligible children and adolescents shall have their child and family service plan reviewed and revised as necessary on a quarterly basis.

(b) The quarterly review shall include the following:

(1) A review of the child's progress toward the goals in the child and family service plan;

(2) Assessment that all needed services are being provided;

(3) Revision of the child and family service plan, as appropriate;

(4) Determination of continued need for services;

(5) A review of any residential, educational, social, or other changes in the child's life; and

(6) A review of psychiatric hospitalizations.

(c) The results of a quarterly review shall be documented pursuant to He-M 408.11.

(d) CMHP staff shall indicate on the quarterly review note as to whether or not the information was reviewed with the consumer. Whenever possible, the consumer shall be asked to sign his or her quarterly review note to indicate participation in, and agreement with, the results of the review.

(e) An annual plan review shall meet the requirements of He-M 401.11 and He-M 401.13(b) and shall constitute the fourth quarter review.

(f) Following an annual plan review, the CMHP staff shall write an annual child and family

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service plan or review and revise the existing plan, as necessary.

Source. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.15), EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.14 Suspension and Termination of Services.

- (a) A consumer shall be suspended from a CMHP's service(s) if:
- (1) The consumer:
 - a. Endangers or threatens to endanger other consumers or staff and the clinical circumstances would not result in an involuntary emergency admission pursuant to RSA 135-C:27-33;
 - b. Is no longer benefiting from service(s) he or she is receiving; or
 - c. Meets suspension provisions as part of the treatment program as specified in the consumer's individual service plan or as specified in the CMHP's policies and procedures;
 - (2) The suspension has been approved by the CMHP's chief executive officer or designee as meeting the criteria specified herein; and
 - (3) The consumer and his or her guardian, if any, have received written and verbal notice prior to the suspension which shall:
 - a. Specify the effective date of the suspension;
 - b. Specify the length of time the suspension is to last;
 - c. List the clinical or management reasons for the suspension; and
 - d. Explain the rights to appeal and the appeal process pursuant to He-M 204.
- (b) Suspension of a consumer shall not exceed 5 program days except as required by He-M 401.14 (h);
- (c) A CMHP shall maintain documentation in the record of a consumer who has been suspended that:
- (1) The consumer has been notified of the suspension; and
 - (2) The suspension has been approved by the CMHP's chief executive officer or designee.
- (d) A consumer shall be terminated from a CMHP's service(s), with the exception of emergency services, if:
- (1) The consumer:
 - a. Endangers or threatens to endanger, other consumers or staff requiring intervention of law enforcement, or engages in illegal activity on the property of the CMHP; and
 - b. The clinical circumstances would not appropriately result in an involuntary emergency admission pursuant to RSA 135-C:27-33;
 - (2) The consumer is no longer benefiting from the service(s) he or she is receiving;

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- (3) The consumer refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
- (4) The consumer refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the consumer is or may be eligible for such benefits.
- (e) A termination from CMHP services shall not occur unless:
 - (1) It has been approved by the CMHP's chief executive officer or designee as meeting the criteria specified herein; and
 - (2) The CMHP has given a written and verbal notice to the consumer and consumer's guardian, if any, at least 30 days prior to the termination which shall:
 - a. Give the effective date of termination;
 - b. List the clinical or management reasons for termination; and
 - c. Explain the rights to appeal and the appeal process pursuant to He-M 204.
- (f) A CMHP shall document in the record of a consumer who has been discharged that:
 - (1) The consumer has been notified of the termination; and
 - (2) The termination has been approved by the CMHP's program director.
- (g) A CMHP shall notify the bureau of all terminations of service.
- (h) If a consumer is endangering or threatens to endanger other consumers or staff, or engages in illegal activity on the property of the CMHP and 30 days' notice would place at risk those threatened, the CMHP shall suspend the consumer from the services and then start the termination process.

Source. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.16), EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13

He-M 401.15 Waivers.

- (a) A CMHP or consumer may request a waiver of specific procedures outlined in this chapter, in writing, from the department.
- (b) A request for waiver shall include:
 - (1) A specific reference to the section of the rule for which a waiver is being sought;
 - (2) A full explanation of why a waiver is necessary; and
 - (3) A full explanation of alternative provisions or procedures proposed by the CMHP or consumer.
- (c) No provision or procedure prescribed by statute shall be waived.
- (d) A request for waiver shall be granted after the commissioner determines that the alternative proposed by the CMHP or consumer meets the objective or intent of the rule and:
 - (1) Does not negatively impact the health or safety of the consumer(s); or
 - (2) Is administrative in nature, and does not affect the quality of consumer care.

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(e) Upon receipt of approval of a waiver request, the CMHP's or consumer's subsequent compliance with the alternative provisions or procedures approved in the waiver shall be considered compliance with the rule for which waiver was sought.

(f) Waivers shall be granted in writing for a specific duration not to exceed 5 years except as in (g) below.

(g) Those waivers which relate to the following shall be effective for the CMHP's current certification period only:

(1) Fire safety; or

(2) Other issues relative to consumer health, safety or welfare that require periodic reassessment.

(h) A CMHP or consumer may request a renewal of a waiver from the department. Such request shall be made at least 90 days prior to the expiration of a current waiver.

Source. #6644, eff 12-2-97; ss and moved by #8155, eff 9-2-04 (from He-M 401.17), EXPIRED: 9-2-12

New. #10256, INTERIM, eff 1-24-13, EXPIRES: 7-23-13; ss by #10383, eff 7-23-13



Appendix H – Universal Assessment Application

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HOUSING BRIDGE SUBSIDY PROGRAM APPLICATION**

**State Office Park South
105 Pleasant Street
Concord, NH 03301**

INSTRUCTIONS:

- Please complete this form carefully.
- Please print clearly and fax completed applications to 603.271.5058
- The applicant must apply to New Hampshire Housing Finance Authority for a Section 8 Housing Choice Voucher **before** submitting this referral.
- The applicant must have been found eligible for community mental health services by a Community Mental Health Center.
- Please fill out only the highlighted areas on the "Preference Certification" page.

Application Submitted by:

- ☐ **Community Mental Health Center**
- ☐ **New Hampshire Hospital** ☐ **Designated Receiving Facility (DRF)**
- ☐ **Glenclyff Home** ☐ **The Transitional Housing Services Program**

Contact Name: _____

Contact Phone Number: _____



Appendix H – Universal Assessment Application

APPLICANT INFORMATION

Date: _____ Name: _____ DOB: _____

Phone Number: _____

Mailing Address: _____

Zip Code of last permanent address: _____ Last 4 Digits of SSN: _____ Gender: _____

Are you a US citizen? Yes No If no, what is your citizenship status? _____

Do you need accessible housing? Yes No

Housing Status:

- ☐ Ready for discharge from New Hampshire Hospital, Glencliff Home or a Designated Receiving Facility, but lack housing options in the community.
- Proposed discharge date: _____
 - Will there be a conditional discharge? _____
- ☐ Ready for discharge from the Transitional Housing Services Program operated on the grounds of New Hampshire Hospital, but lack housing options in the community.
- ☐ Currently homeless and
- On an Assertive Community Treatment Team (ACT);
 - Has at least 2 admissions to New Hampshire Hospital within the past 2 years; or
 - Has used Emergency Services as defined in He-M 426.09 within the past 2 years.

What is homeless status? ☐ Shelter ☐ Street ☐ Other: _____

Which Community Mental Health Center has found the applicant to be eligible? _____

Is the applicant currently on an ACT team, or being referred to one? _____

If not connected with a CMHC, what is the scheduled intake date? _____

LIVING SITUATION

Do you currently own your own home? Yes No If yes, are you facing foreclosure?
Yes No

Do you have a car? Yes No

Address prior to homelessness: _____

Reason for homelessness: _____

Are you living in Subsidized Housing? Yes No



Appendix H – Universal Assessment Application

When did you apply for Section 8? _____

If other subsidized housing applications were submitted, please list date and place:

Have you ever held a Section 8 voucher? If yes, please describe- including reasons why voucher was lost.

Have you ever been evicted from housing? If yes, please describe:

Please list the name, phone number, and fax number of your current landlord:

Household Members:

Name:	DOB:	Last 4 SSN	Relationship	Gender



Appendix H – Universal Assessment Application

FINANCIAL INFORMATION

Household Monthly Income Cash:

Earned Income \$ _____
 Unemployment Insurance \$ _____
 SSI \$ _____
 SSDI \$ _____
 Veteran's Disability Payment \$ _____
 Private Disability Insurance \$ _____
 Worker's Compensation \$ _____
 TANF \$ _____
 APTD \$ _____
 General Assistance \$ _____
 Retirement Social Security \$ _____
 Veteran's Pension \$ _____
 Pension from Former Job \$ _____
 Child Support \$ _____
 Alimony/Spousal Support \$ _____
 Other: \$ _____

Household Non-Cash Benefits:

Food Stamps \$ _____
 MEDICAID \$ _____
 MEDICARE \$ _____
 SCHIP \$ _____
 Supp Nutrition for WIC \$ _____
 VA Medical Services \$ _____
 TANF Child Care \$ _____
 TANF Transportation \$ _____
 Other TANF-funded \$ _____
 Section 8/ Public Housing \$ _____
 Temporary Rental Assistance \$ _____
 Other: _____ \$ _____

Total Monthly Income: \$ _____

Monthly Household Expenses:

Expense	Amount	Expense	Amount	Expense	Amount
Rent	\$ _____	Heat	\$ _____	Child Care	\$ _____
Telephone	\$ _____	Food	\$ _____	Other:	\$ _____
Electricity	\$ _____	Transportation	\$ _____		
Total:	\$ _____				



Appendix H – Universal Assessment Application

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____

Telephone Number: _____

Relation to Applicant: _____

PLEASE ANSWER THE FOLLOWING QUESTIONS

Are any members of your household subject to the registration requirement under RSA 651-B "Registration of Criminal Offenders" , commonly known as the sex offender registry?	Yes	No
Within the past 7 years, have you or anyone in your household ever been convicted of the illegal manufacture, sale, or distribution of a controlled drug, or the possession of a controlled drug with the intent to manufacture, sell, or distribute, that has not been annulled ?	Yes	No
Within the past 15 years, have you or anyone in your household ever been convicted a violent criminal offense, that has not been annulled? Violent criminal offense means any conviction that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage including but not limited to murder, manslaughter, assault, rape, robbery, burglary, arson, and kidnapping. This term does not include simple assault by itself.	Yes	No
Have you or anyone in your household ever committed any fraud in a federally assisted housing program or been requested to repay money for knowingly misrepresenting information for such housing programs?	Yes	No

Certification: I certify, under penalty of unsworn falsification, that all of the information in this application is true and complete to the best of my knowledge and belief. False information will result in denial of the application or dismissal from this program.

Applicant Signature

Date

Agency's name *Name of head of household *Last 4 of Social Security

*Street *City * State *Zip

Applicant Certification:

- *Signature _____ *Date _____

<u>*Name of Facility/ Community Mental Health Center</u>	<u>*Current address</u>
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Signature of DHHS Representative	Date
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For New Hampshire Housing Use Only

I have received a copy of:

- ☐ Executed preference certification and referral form between the above individual and DHHS.
 _____ Client is eligible to receive a preference proceed with voucher issuance
 _____ Client is not currently eligible for the above preference, return to waiting list.



Appendix I - He-M 406 HOUSING BRIDGE SUBSIDY PROGRAM

Statutory Authority: RSA 135-C:61, III and RSA 135-C:5, I.

He-M 406.01 Purpose. The housing bridge subsidy program provides supported housing to people who have serious mental illness. The purpose of supported housing is to reduce institutionalization by combining mental health outreach services with a subsidy to help pay rent. The rental subsidy terminates when the individual receives a Section 8 Housing Choice Voucher. Accordingly, in order for a person to be eligible for the housing bridge subsidy program, the person must apply for the Section 8 Housing Choice Voucher. The purpose of this rule is to describe the eligibility criteria, the application process, the services offered, the wait list and the appeal procedures for the housing bridge subsidy program.

Source. #2745, eff 6-14-84; rpld by #4215, eff 1-22-87, EXPIRED: 1-22-93

New. #11191, eff 9-27-16

He-M 406.02 Definitions.

(a) "Applicant" means a person or guardian who is applying for acceptance into the housing bridge subsidy program.

(b) "Assertive Community Treatment" (ACT) means a team-based approach to delivering comprehensive and flexible treatment, support, and services.

(c) "Commissioner" means the commissioner of the department of health and human services.

(d) "Community mental health program (CMHP)" means "community mental health program" as defined in RSA 135-C: 2, IV.

(e) "Controlled drug(s)" means controlled drugs as defined in RSA 318-B:1, VI.

(f) "Department" means the New Hampshire department of health and human services.

(g) "Facility" means New Hampshire hospital or a receiving facility designated pursuant to RSA 135-C:26 and He-M 405, Glenclyff Home, or an acute psychiatric residential treatment program.

(h) "Individual" means any person who is an applicant for or recipient of services from the housing bridge subsidy program.

(i) "Household" means the people who will occupy a housing unit under the HBSP including related family members, and all the unrelated people, if any, such as lodgers, foster children, wards, or employees. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also a household.

(j) "Permanent" means community-based housing with a designated length of stay.

(k) "Program" means the housing bridge subsidy program (HBSP) administered by the department either directly or through a contract for the provision of services under this rule.

(l) "Severe mental illness" means a condition of a person who is determined severely mentally disabled in accordance with He-M 401.05 or He-M 401.07.

(m) "Severe and persistent mental illness" means a condition of a person who is determined severely mentally disabled in accordance with He-M 401.06 or He-M 401.07.

(n) "State fiscal year" means the period of time extending from July 1 of one year through June 30 of the following year.

(o) "Transitional housing services program" means the residential program for persons



Appendix I - He-M 406 HOUSING BRIDGE SUBSIDY PROGRAM

with a severe mental illness or severe and persistent mental illness operated on the grounds of New Hampshire Hospital.

(p) "Violent criminal offense" means any conviction that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage including but not limited to murder, manslaughter, assault, rape, robbery, burglary, arson, and kidnapping. This term does not include simple assault by itself.

(q) "Wait list" means a list of individuals who have been determined eligible for the housing bridge subsidy program but for whom funding is not available.

Source. #11191, eff 9-27-16

He-M 406.03 Eligibility Criteria.

(a) In order to be eligible for HBSP a person shall meet the following eligibility criteria:

- (1) The person shall have a severe mental illness or a severe and persistent mental illness;
- (2) The person shall be 18 years or older;
- (3) The person shall be eligible for services from a CMHP, facility, or the transitional housing services program;
- (4) The person and any member of the person's household who is 18 years or older, shall have applied for or be listed on the person's application for the Section 8 Housing Choice Voucher Program; and
- (5) The person shall lack safe and permanent housing options in the community, and meet one of the following criteria:
 - a. Be ready for discharge from a facility;
 - b. Be ready for discharge from the transitional housing services program or a community residence as defined in He-M 1002;
 - c. Be on an Assertive Community Treatment Team (ACT);
 - d. Be incarcerated as a result of mental illness and ready for release;
 - e. Have a minimum of two admissions to New Hampshire Hospital within the last two years;
 - f. Have used crisis, or emergency services as defined in He-M 426.09, for psychiatric reasons within the last two years; or
 - g. Be unable to access needed community mental health services within the last two years.

(b) Eligibility for the HBSP shall not be conditioned on an individual participating in treatment or complying with mandatory programmatic criteria.

(c) The following persons shall not be eligible for services under the program:

- (1) Individuals who have been convicted of:
 - a. A violent criminal offense within the past 15 years; or
 - b. The illegal manufacture, sale, or distribution of a controlled drug, or the



Appendix I - He-M 406 HOUSING BRIDGE SUBSIDY PROGRAM

possession of a controlled drug with intent to manufacture, sell, or distribute within the past 7 years;

- (2) Individuals who are current required to register for any sexual offense as defined in 651-B, "Registration of Criminal Offenders;"
 - (3) Individuals with a household member who meets the criteria in (1) or (2) above; and
 - (4) Individuals with a house hold income in excess of the "Area Income Limits" for the area in which housing is sought, as listed by the New Hampshire Housing Finance Authority, (May 1,2015), and available on-line under "Publications" at <http://www.nhhfa.org/rental-housing-choice-vouchers.cfm>.
- (d) Individuals meeting the criteria in He-M 406.03(a) and in paragraphs (c) (1) or (2) above, may request an eligibility accommodation whereby the individual demonstrates to the department:
- (1) That there is a link between the mental illness and the behavior; and
 - (2) That the behavior is controlled through on-going treatment, a completed rehabilitation program, or the terms of a conditional discharge.
- (e) The department shall grant the eligibility accommodation if it determines, that based on the information provided in (d) above good cause exists to believe that the individual will not otherwise possess a threat to the health, safety, or wellbeing of another tenant, so long as the conditions of (d)(2) are followed.

Source. #11191, eff 9-27-16

He-M 406.04 Notice and Income Verification.

- (a) An individual shall inform the program within 30 days if:
- (1) The individual or a household member is convicted of any offense in He-M 406.03(b);
 - (2) The household income increases by more than 20%; or
 - (3) Any other event occurs that causes the individual to become ineligible for services under the program.
- (b) The applicable income level shall be verified by the program annually.

Source. #11191, eff 9-27-16

He-M 406.05 Application For Services.

- (a) Applicants shall apply for services under this program by completing and submitting the "Housing Bridge Subsidy Program Application," (October 2015), which shall be:
- (1) Prepared by the applicant with the assistance of the CMHP, facility, or the transitional housing services program;
 - (2) Signed and dated by the applicant; and
 - (3) Submitted by a CMHP, a facility, or the transitional housing services program.
- (b) In addition to the application in (a) above, applicants shall provide:
- (1) A signed and dated authorization for a New Hampshire criminal background check of the applicant as prepared by the NH Department of Safety;

Appendix I - He-M 406 HOUSING BRIDGE SUBSIDY PROGRAM



- (2) A signed and dated authorization for a New Hampshire criminal background check of any other member of the household 18 years of age or older;
 - (3) For applicants or other members of the household 18 years of age or older who have lived outside of New Hampshire within the last 5 years, a signed and dated authorization for a state criminal background check from the appropriate agency in the state(s) where the applicant lived; and
 - (4) A signed and dated certification stating, "I certify, under penalty of unsworn falsification, that all of the information in this application is true and complete to the best of my knowledge and belief. False information will result in denial of application or dismissal from this program."
- (c) Any applicant shall participate in a face-to face interview with the program, if necessary for the program to clarify any information provided in or with the application.
- (d) Individuals may request a reasonable modification pursuant to 28 CFR 35.130(b)(7) at any time, and will be provided with information and assistance by the HBSP about their fair housing rights.
- (e) Within 45 days of its receipt of an application, which includes all requirements in (a)-(c) above, the department shall determine whether the applicant is eligible for the program.
- (f) An application shall be denied if the individual does not meet the eligibility requirements in He-M 406.03 above.
- (g) The department shall notify the applicant, in writing, if the application has been accepted or denied, and:
- (1) If accepted, the notice shall include a statement as to whether the individual has been placed on the wait list in accordance with He-M 406.07; and
 - (2) If denied, the notice shall state the basis for denial and provide notice of appeal rights in accordance with RSA 126-A:5, VIII and He-C 200, along with information on obtaining legal assistance.
- (h) Individuals who do not meet (a)(1) and (3) above and would like to apply to the HBSP shall complete and submit the "Housing Bridge Subsidy Program Intake Form" (February 2016) directly to the department.
- (i) When an individual has been accepted into the HBSP, the program shall make every reasonable effort to obtain housing. However, the HBSP cannot guarantee that housing will be found.

Source. #11191, eff 9-27-16

He-M 406.06 Services to be Provided.

- (a) The program shall assist the individual in identifying safe and affordable housing in the community chosen by the individual.
- (b) The program shall provide case management services if the individual does not otherwise have a case manager.
- (c) The program shall provide support services that are flexible and available as needed and desired, and that enable individuals to attain and maintain integrated housing.
- (d) The program shall assist the individual with obtaining, but not paying for, the following:
 - (1) A security deposit;



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(2) Utility services; and

(3) Furniture.

(e) The program shall provide a monthly subsidy toward rent in an amount to be determined based on the amount of rent, the individual's household income, and cost projections of available program funding.

(f) The individual shall be responsible to pay up to 30% of the household income toward the rent.

Source. #11191, eff 9-27-16

He-M 406.07 Wait List.

(a) When annual departmental cost projections reflect that available funds will be over-expended for the current state fiscal year, a wait list shall be established.

(b) The wait list shall include any individual that has applied and been deemed eligible for the HBSP and for whom a subsidy is not available.

(c) The individual shall be determined eligible in accordance with He-M 406.03 above before being placed on the wait list.

(d) The wait list shall be prioritized as follows:

(1) Individuals ready for discharge from a facility, but who lack safe and permanent housing options in the community will be given the first priority;

(2) Individuals who are on an ACT team, but who lack safe and permanent options in the community, will be given the second priority;

(3) Individuals ready for discharge from the transitional housing services program, but who lack safe and permanent options in the community, will be given third priority; and

(4) Any other individual who has been found eligible in accordance with He-M 406.03.

(e) Individuals shall be added to the wait list according to the date that eligibility is determined;

(f) The program shall confirm the individual's continued eligibility as of the date the individual is removed from the wait list to receive the subsidy.

Source. #11191, eff 9-27-16

He-M 406.08 Termination from the Program.

(a) An individual shall be terminated from the program if the individual:

(1) Is convicted of any offense described in section He-M 406.03(c)(1) or (2) above;

(2) Has a household member who meets the criteria in (c)(1) or (2) above;

(3) Has an increase in household income above the allowable amount listed in He-M 406.03(c) above;

(4) Is no longer eligible on the date his or her name is removed from the wait list to receive the subsidy;

(5) Fails to pay their portion of rent for at least three consecutive months;

(6) Has received two or more eviction notices based on the individual's conduct; or



Appendix I - He-M 406 HOUSING BRIDGE SUBSIDY PROGRAM

(7) Commits an act of bodily harm, or makes threats of bodily harm toward department or program staff that requires intervention of law enforcement.

(b) The department shall provide 30 days advance notice of the termination in writing. If a person is being terminated pursuant to He-M 406.08 (a)(7) and there is risk to those threatened or endangered if the bridge subsidy is not immediately suspended, the 30 day notice shall be waived.

(c) An individual shall not be terminated from the program if he or she is eligible for services under He-M 401, but chooses not to receive mental health or housing support services.

Source. #11191, eff 9-27-16

He-M 406.09 Appeals.

(a) Persons may request a hearing regarding termination, denial of an eligibility accommodation, or to contest the amount of the subsidy as calculated pursuant to He-M 406.06(e) above.

(b) Appeals shall be submitted, in writing, to the department in care of the office of client and legal services within 30 days following the date of the notification of denial or termination of services, or amount of subsidy as calculated.

(c) The office of client and legal services shall immediately forward the appeal to the department's administrative appeals unit (AAU) which shall assign a presiding officer to conduct a hearing or independent review, as provided in He-C 200.

(d) If a hearing is requested, the following actions shall occur:

- (1) Services and payment shall be continued until the decision is made; and
- (2) An expedited hearing shall be scheduled as provided in He-C 200.

Source. #11191, eff 9-27-16

He-M 406.10 Waivers.

(a) An applicant, community mental health program, facility, or the transitional housing services program, may request a waiver of specific rules in this part, in writing, from the department.

(b) A request for waiver shall include:

- (1) A specific reference to the section of the rule for which a waiver is being sought;
- (2) A full explanation of why a waiver is necessary; and
- (3) A full explanation of alternative provisions or procedures proposed.

(c) No provision or procedure prescribed by statute shall be waived.

(d) A request for waiver shall be granted if the commissioner determines that the alternatives proposed meet the objective or intent of the rule and either:

- (1) Do not negatively impact the health or safety of the individual; or
- (2) Are administrative in nature, and do not affect the quality of individual care.

Source. #11191, eff 9-27-16